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Dawnay Day Quantum

European Stockmarket Maximiser II



Maximise returns from the European Stockmarket

- 10 times European Stockmarket growth, to 60% return
- Plus 1.75 times European Stockmarket growth, above 60%
- 100% capital protection at maturity* unless the Index falls by 50% or more during the term
- 6-year investment term
- Tax efficient investment options
- Offer Closes: 31 August 2007

Capital protection from a major financial institution rated AA or better by Standard & Poor's or equivalent

*Capital is at risk if you redeem during the six year term and is subject to the continuing solvency of the AA capital protection issuer



Dawnay Day Quantum
STRUCTURED INVESTMENTS – DEFINED RETURNS

ISA PEP Investment
Account Manager Key data Investment Services Limited
www.dawnaydayquantum.com



INVESTOR
global
Best Commodity Fund Manager 2005

Dawnay Day Quantum

European Stockmarket Maximiser II

Maximise European Stockmarket Returns

At Dawnay Day Quantum we believe that major European economies and stockmarkets are set to deliver continued positive performance. The European Stockmarket Maximiser II is designed to give investors better performance than the European stockmarket, in virtually all circumstances. It provides investors with exposure to the European stockmarket through the Dow Jones EURO STOXX 50 Index, which represents the 50 largest companies in the Eurozone, which excludes the UK.

The Dawnay Day Quantum European Stockmarket Maximiser II

- 10 times the growth of the EURO STOXX 50 Index¹, to 60% return
- Plus 1.75 times the growth of the Index, above 60%, with no limit
- 100% capital protection at maturity², unless the Index has fallen by 50% or more during the investment period. In this case, capital is at risk 1:1 with the index, from initial launch level
- 6-year investment, with twice-monthly liquidity
- All returns protected in £, no currency risk

Outperforming the Market

The European Stockmarket Maximiser II aims to outperform the Index, whatever your investment view of Europe (unless you think the market is likely to fall by 50% or more), as illustrated in the table below.

Your Investment View	DDQ European Stockmarket Maximiser II
<ul style="list-style-type: none">• Europe to produce low/moderate growth...	<ul style="list-style-type: none">• European Stockmarket Maximiser II offers 10 times Index growth to 60% return. Just 1% p.a. Index growth will deliver a 60% investor return
<ul style="list-style-type: none">• Europe to produce strong growth...	<ul style="list-style-type: none">• European Stockmarket Maximiser II to add 1.75 times Index growth, above 60%
<ul style="list-style-type: none">• Europe to deliver zero or negative returns...	<ul style="list-style-type: none">• European Stockmarket Maximiser II protects capital unless the Index falls by 50% or more during the investment period and does not recover by maturity. In this case, capital is at risk 1:1 with the index, from its initial launch.
<ul style="list-style-type: none">• Europe to fall more than 50%...	<ul style="list-style-type: none">• European Stockmarket Maximiser II to fall with market – do not invest in Europe

This suggests that investors intending to invest in European shares or mutual funds should strongly consider investing through the European Stockmarket Maximiser II.

¹ The Final Index measurement of the EURO STOXX 50 Index will be taken as the average of the final 6 months of the investment term. The effect of averaging is explained on page 6. Returns from the European Stockmarket Maximiser II are based upon the capital performance of the Index, excluding dividends.

² Capital is protected using Medium Term Notes issued by an AA rated institution, see important information for details. Capital is at risk if investments are realised before the 6-year maturity.

Maximising Performance with Lower Risk

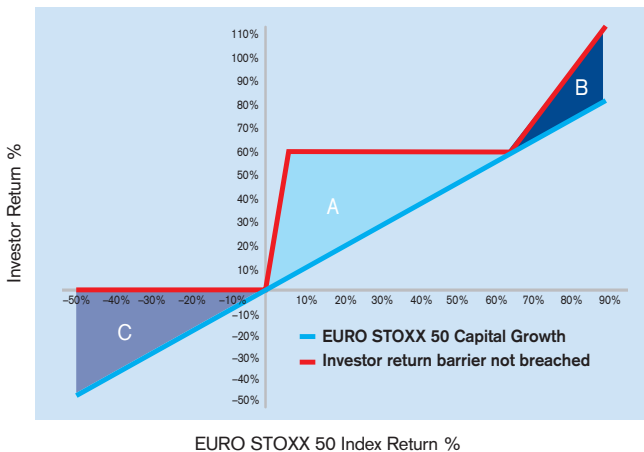
The European Stockmarket Maximiser II is designed to deliver investors:

- a high investment return, if market growth is modest
- unlimited outperformance of the market, if growth is strong
- reduced risk if the market falls
- exposure to the European stock market with no currency risk, all returns hedged into £

The return profile of the European Stockmarket Maximiser II is illustrated in the two charts below.

The Chart below shows the return profile of the European Stockmarket Maximiser II, assuming the EURO STOXX 50 Index never falls below 50% of its launch level.

Investor Return - if Index never breaches 50% barrier

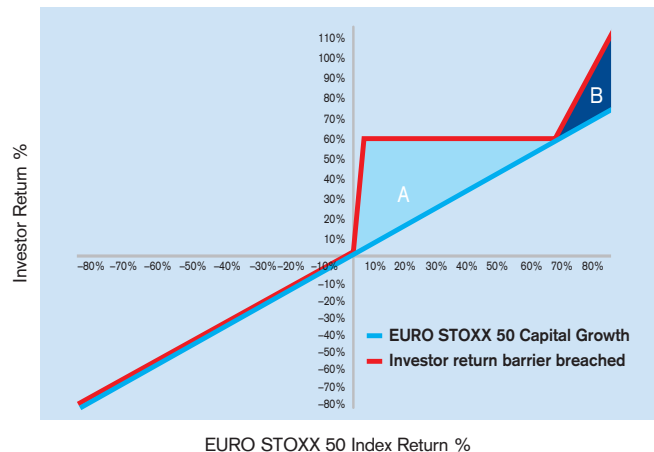


In this case, any positive Index return is multiplied by 10 times, up to a return of 60%. The shaded area marked A shows the extent by which the Maximiser will outperform if Index returns are positive, but moderate. In fact the Index only needs to grow by 6% over the entire 6-year term, or 1% per annum, for the investor to receive a final return of 60%. The shaded area B shows the extent to which the Maximiser II will outperform the market if market returns are strong (in excess of 60%). In this case the Maximiser II will grow at 1.75 times the rate of the stockmarket above 60%, delivering increasing outperformance, with no maximum limit.

If the market is lower at the end of the investment term than it was at inception, but never breaches the 50% barrier, the investor will receive their original capital back. Shaded area C represents the area of outperformance against the market on the downside, where the investor receives their initial capital back, despite the market being lower at maturity.

The Chart below shows the return profile of the European Stockmarket Maximiser II, should the EURO STOXX 50 Index breach the 50% downside barrier, at any time during the investment term and not recover by maturity.

Investor Return - if 50% Index barrier is breached



In this case, capital protection will no longer apply. The investor will lose capital 1:1 in line with the market, from the original launch level of the index, if it ends below its starting level. Should the index recover and be in positive territory at the maturity date, the investor will receive the geared upside as described in the first chart.

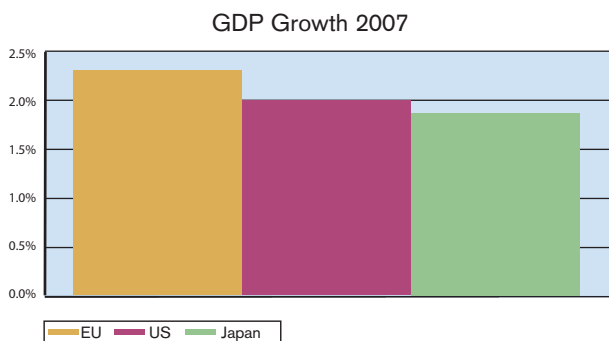
A table further illustrating potential returns for different levels of market performance can be found on page 7.



Europe - Why Invest Now

Strong European and Global Economy

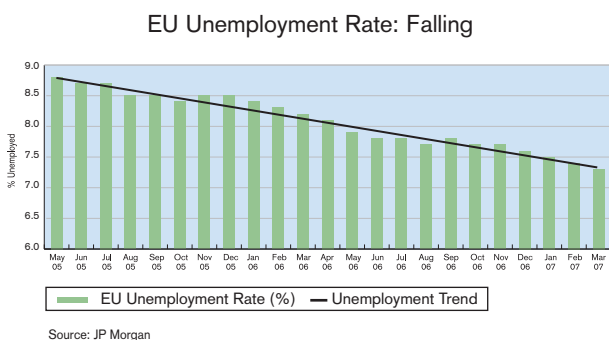
The current global economic environment is strong – with global GDP growth of 4.9% forecast for 2007³. Interest rates are low and economies are stable. Europe in particular is well placed to benefit from this environment, with economic growth forecast to outpace the US and Japan, as illustrated below.



European Economic Development

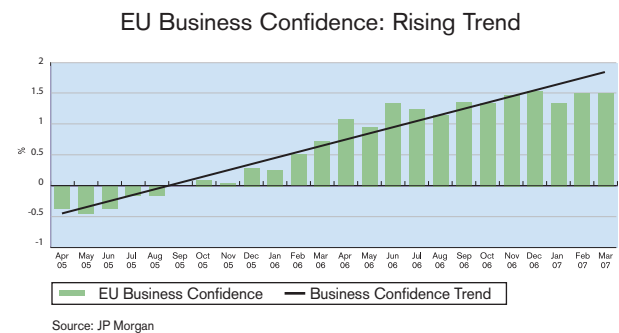
Structural changes, including the integration of Eastern Europe and the expansion of the Eurozone, have been positive catalysts for growth. The opening of new markets and supply of cheap labour from Eastern Europe are strong stimuli for the Continent.

The jobless rate in Europe now stands at its lowest for over 25 years, since 1981⁴. Unemployment levels are on a declining trend as shown in the chart below. This leads to a positive cycle of increasing wages and higher personal spending, which feeds back into increased growth.



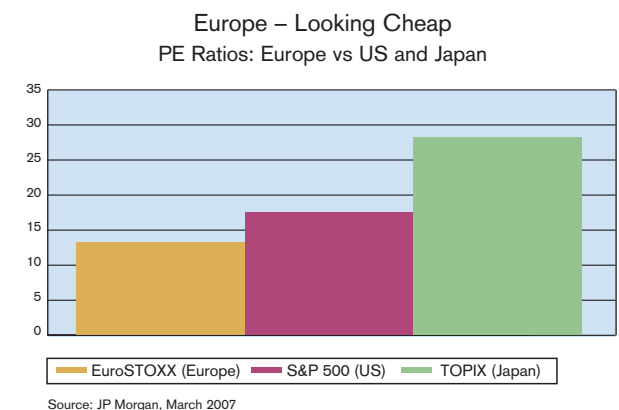
Rising Business Confidence

Business confidence is rising, increasing the likelihood of continued economic growth. The chart below highlights the continuing improvement in European economic sentiment.



The European Stockmarket – Now the biggest in the world

The European stockmarket is now the largest in the world⁵. This demonstrates its growing importance which we believe will continue to attract global investment flows. Apart from its size, Europe offers good investment value when compared to other regions, as illustrated below. The lower Price Earnings Ratio means it is effectively cheaper to buy into European companies, despite the higher economic growth being forecast. We believe this makes Europe an attractive place to invest, especially for investors seeking stable returns from mainstream markets.



³ Source: International Monetary Fund. Economic Outlook 2007

⁴ Barclays Capital, March 2007

⁵ Financial Times 3 April 2007 / Thompsons Financial measured by market capitalisation

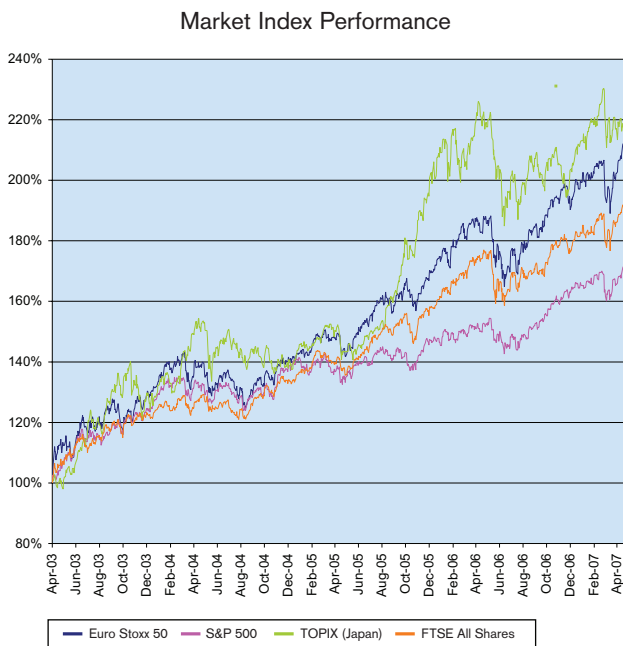
Healthy Corporate Outlook

Productivity growth and profitability are accelerating and the earnings growth outlook for European companies is strong. Company balance sheets are healthy, cash levels are high, dividends are robust, and share buy-backs are increasing. Merger and acquisition activity is also a prominent feature of the market, increased by the presence of private equity investors.

European Stockmarket Performance

The Dow Jones EURO STOXX 50 Index is a mainstream index of the Eurozone's 50 biggest companies by market capitalisation, with well known names that include Nokia, Deutsche Bank, Axa and Unilever.

The EURO STOXX 50 Index has outperformed the US and UK markets since April 2003, when the current global stockmarket recovery started. It has also produced a similar return to the Japanese Index, with significantly better performance in recent months. We believe that the European markets will continue to deliver steady returns in the coming years.



Source: JP Morgan Index capital return only 1 Apr 2003 to 17 Apr 2007

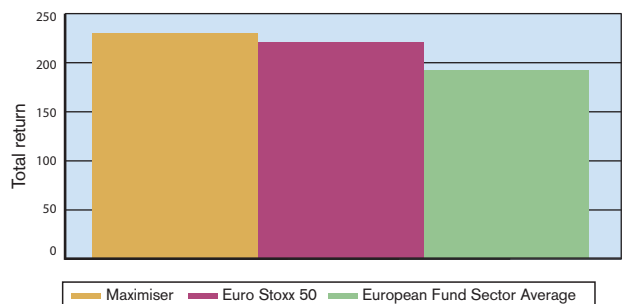
Outperforming the market

It is our expectation that Europe will produce stable and steady returns over the years ahead. In this context, we believe that investors will get the best return by receiving a geared exposure to the market, as provided by the Maximiser II.

We have simulated the past performance of the Maximiser II in rolling 6-year periods from the start of the EURO STOXX 50 Index in January 1987, until the final 6-year period of 1 April 2001 – 30 March 2007. In comparing the Maximiser II returns with the Index, and with the average Europe ex-UK Fund, the results are clear. As shown in the graph below, the total return (including initial capital) over all the time periods tested has averaged:

Maximiser II	234%
EURO STOXX 50	222%
European Funds Sector Average	195%

Average Returns - Backtested



Source: Lipper, JP Morgan, DDO, Total Return with dividends re-invested over rolling 6-year periods.

This analysis demonstrates that over a variety of market conditions, the Maximiser II has, on average, outperformed both the market index and, by a greater percentage, the average Europe ex-UK mutual fund. Investors should note that this analysis is based upon a simulation of backtested returns, and that past performance is NOT an indication of future performance. We believe the Maximiser II gives investors a real opportunity to beat the performance of the market, and that it is highly likely to outperform the typical mutual fund.



Important Information

Neither Dawnay Day Quantum Limited nor Keydata Investment Services Limited offer investment advice to individuals or make any recommendations regarding the suitability of this investment. This investment is not suitable for everyone. Applicants should read this document carefully including the Key Features, Risk Factors, Terms and Conditions, and Important Information. If you are in any doubt about the suitability of an investment in the European Stockmarket Maximiser II you should consult your Independent Financial Adviser.

The European Stockmarket Maximiser II gives you exposure to the European stockmarket, through the Dow Jones EURO STOXX 50 Index, with a defined level of capital protection at maturity. Capital is 100% protected at maturity, unless the Index has fallen by 50% or more during the investment term, and failed to recover by maturity. In the event of the Index falling by more than 50%, and failing to recover to its starting level, capital is lost on a '1:1' basis, in line with the Index, from the initial Index level. Although an investment within the European Stockmarket Maximiser II offers a valuable level of investment protection, the Plan is not like a bank or building society account where your capital may be guaranteed and, with instant access accounts, readily available. Past performance is NOT an indication of future performance and you may get back less than your original investment.

- Plan assets are Medium Term Notes issued by a financial institution of credit rating 'AA' or better from Standard & Poor's or equivalent. Your investment is at risk in the event of this institution defaulting on its financial obligations.

Your Capital Repayment

In addition to any investment return linked to the Dow Jones EURO STOXX 50 Index, you will receive a minimum capital repayment at maturity:

- 100% of your initial capital, provided the Dow Jones EURO STOXX 50 Index has never fallen by 50% or more during the investment term.

or

- If the Dow Jones EURO STOXX 50 Index has fallen by more than 50% or more during the investment term and failed to recover to its initial launch level by maturity,

capital will be reduced on the basis of 1% for every 1% fall in the Index, from its starting level. This means that in order to experience any capital loss at maturity the Index must have fallen by 50% during the investment term.

However should the index fall by more than 50% during the term and recover to exceed its initial level by maturity investor returns will be positive.

Your Investment Return

In addition to your return of capital, you will receive a return of 10 times the growth in the Dow Jones EURO STOXX 50 Index up to 60%, PLUS 1.75 times any growth in the Dow Jones EURO STOXX 50 Index with no limit, above 60%. All returns will be paid in £ with no currency risk.

- The investment is linked to the performance of the Dow Jones EURO STOXX 50 Index, an Index representing the 50 biggest companies in the Eurozone, excluding the UK. The gain in the Index will be measured and determined by dividing the Final Value by the Opening Value.

The Opening Value will be the price at close of trading on 14 September 2007. The Final Value will be the average of the Index levels over the last 6 months before maturity, averaged on a monthly basis.

Final averaging may constrain index growth in a rising market but has the benefit of reducing volatility before the maturity date. This can help protect gains already made and limit the impact of a falling market.

- Charges and Expenses: All the returns of an investment in the Plan are quoted after allowing for any internal charges.
- Early encashment: The Plan should be considered a 6-year investment. As charges are factored into the returns offered, the value of your investment is likely to be less than the amount you invest, particularly in the early years.

DOW JONES EURO STOXX 50 Index Returns	European Stockmarket Maximiser II Returns
<ul style="list-style-type: none"> • Index delivers positive performance • Index falls 49% during investment term • Index finishes down 60% • Index falls 51% during investment term and recovers to 90% of its initial starting level by maturity • Index falls 51% during investment term and recovers to be 5% higher than its initial starting level by maturity. 	<ul style="list-style-type: none"> • Maximiser II delivers enhanced investor returns • Maximiser II is 100% protected at maturity • Maximiser II is 60% down at maturity, resulting in a capital loss to investors of 60% • Maximiser II is 10% down at maturity, resulting in a capital loss to investors of 10% • Maximiser II delivers 10 x 5% Index return, resulting in a 50% capital gain for investors at maturity

This table is provided to help investors understand how the maximiser would perform in different scenarios, when the market falls.

Risk Factors

- The European Stockmarket Maximiser II is only suitable if you can afford an element of risk to your capital. Whilst your capital is 100% protected if the Dow Jones EURO STOXX 50 Index does not fall by more than 50% at any point during the investment term, should the Index suffer a fall of more than 50%, and fail to recover to its starting level, your capital is reduced in line with the index, from its initial starting level, i.e. by 1% for every 1% fall.
- The value of stockmarket linked investments may be volatile and could be affected by factors including international economic and political developments.
- In the unlikely event of any issuing institution being unable to meet its financial obligations, you could lose part, or all, of your capital or investment return.
- The Account Manager will arrange for the purchase of Plan securities from financial institutions rated 'AA' or better (as measured by Standard & Poor's or equivalent) at the time of purchase. In the event of such securities being unavailable, the Account Manager may substitute securities with alternatives with similar characteristics.
- Your circumstances could change, forcing you to sell your investments early. If this happens, you may get back less than the amount you originally invested. You cannot claim full reimbursement if the price at which your securities

were purchased has fallen, when we sell them, after you have exercised your right to cancel.

- Tax assumptions are based on our understanding of current legislation and practice. The levels and bases of taxation and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances and any change could be applied retrospectively. For tax advice, or if you have any doubt about suitability of the investment, you should obtain expert advice from your professional adviser.

About Dawney Day Quantum

Dawney Day Quantum Limited is a specialist investment management firm, and part of the Dawney, Day Group. Originally established as an investment bank in 1928, today the Dawney, Day Group is a diversified financial services and property investment business, with combined assets under ownership, management or advice in excess of \$33bn. Dawney Day Quantum (DDQ) was judged "Best Commodities Fund Manager 2005" by Global Investor, and was also awarded the title of "Best UK Distributor 2005" by Structured Products Magazine. Dawney Day Quantum Limited is authorised and regulated by the Financial Services Authority. For more information visit our website at www.dawneydayquantum.com. You can also contact us on 020 7861 0900.

A Choice of Tax-Efficient Investments

There are three routes available to investors wishing to invest in the European Stockmarket Maximiser II.

Direct Investment

- Unlimited investment is possible.
- Capital gains tax treatment applies for direct investment, making use of annual capital gains tax allowances (£9,200 for the tax year 2007/08), and the benefit of taper relief. This combination can allow tax-free gains of up to £11,500 over the investment term, if the annual exemption remains unchanged. Couples can double up, giving a tax-free limit on gains of up to £23,000.
- The capital gains tax treatment also applies to investment by minors – even if their parents are the source of the invested capital. So children can also benefit from the Maximiser II.

Pension, Trustee and Corporate Investment

- Unlimited investment is possible.
- It is possible for SIPP and SSAS to invest in the Maximiser II. Any growth is free of tax within pension arrangements. Trusts and corporations, including partnerships, are also able to invest.
- Because the Maximiser II is structured for capital growth only, it is suited to pension investment. During its 6-year life the investment produces no income, minimising administration and reinvestment issues for Trustees.

ISAs and PEPs

- It is possible to invest the full 2007/08 ISA allowance, into the Maximiser II and to pay no tax on any gains.
- ISA and PEP transfers are also possible. All gains will be free of tax within an ISA or PEP transfer.
- Investors wishing to transfer PEPs or ISAs from other Plan Managers should use the ISA/PEP transfer form. The charges associated with any transfer and the potential for any loss of capital return while the transfer is pending should be considered.
- The last date for transfer applications to be received is 15 August 2007.

Investment Aims

The European Stockmarket Maximiser II aims to provide:

- an opportunity to participate in returns linked to the Dow Jones EURO STOXX 50 Index over a 6-year period.
- return of capital on 23 September 2013 as outlined in the section 'What about my capital repayment?'.

As soon as practical after the investment matures, you will have the choice of closing your Plan(s), or continuing your investment on new terms that may be offered by Dawday Quantum Limited through Keydata Investment Services Limited (the Account Manager) at that time.

Your Investment

Your commitment is to hold your investment for 6 years, until the maturity date 23 September 2013. The minimum amount you can invest in the European Stockmarket Maximiser II is

- £15,000 for Direct/SIPP and SSAS applications
- for ISAs and ISA/PEP transfers £7,000

Amounts invested after the opening date 23 July 2007 will receive 3% p.a. gross interest from the date funds are cleared through until 14 September 2007. You will invest in securities known as Medium Term Notes. These Notes are debt instruments or bonds issued by financial institutions and have been specifically structured to provide all investor returns under the Plan. The value of the bonds will be determined by a process at maturity through which proceeds are used to purchase assets in an investment company. However, under the terms of the Plan, the Account Manager will sell the bonds immediately prior to maturity to ensure Plan returns are met.

The issuer of the notes will have a current Standard & Poor's (or equivalent) credit rating of 'AA', or better, at issue. The Standard & Poor's credit rating is a current opinion of an issuer's overall financial capacity (its creditworthiness) to pay its financial obligations. This opinion focuses on the issuer's capacity and willingness to meet its financial commitments as they come due. It does not apply to any specific financial obligation, as it does not take into account the nature of and provisions of the obligation, its standing in bankruptcy or liquidation, statutory preferences, or the legality and enforceability of the obligation. The credit rating is not a recommendation to purchase, sell, or hold a financial obligation, as it does not comment on market price or suitability for a particular investor.

What are Personal Equity Plans and Individual Savings Accounts?

Personal Equity Plans

These have been available since 1987 and have facilitated the achievement of tax-free investment growth and/or tax-free income via investing in collective investment schemes, stocks and shares.

PEPs were replaced by Individual Savings Accounts from 6 April 1999, although all PEPs held as at 5 April 1999 will continue to be held as PEPs with broadly the same tax advantages as ISAs. In addition the value of any PEP holding does not affect the amount that may be subscribed to an ISA.

Individual Savings Accounts

These are tax-efficient savings vehicles and can invest in two distinct categories or components: cash, and stocks and shares (including collective investment schemes).

You are eligible if you are:

- aged 18 or over for the stocks and shares component; or
- aged 16 or over for the cash component; and
- resident and ordinarily resident in the United Kingdom for tax purposes; or
- a crown employee or their spouse or in a civil partnership currently working overseas and treated as resident in the UK.

However, you cannot hold an ISA jointly with anyone else or hold one on behalf of another person.

There is no restriction on the amount that can be invested, other than the annual subscription limits. An ISA can be a Mini-ISA or a Maxi-ISA. You cannot switch between different components i.e. cash or stocks and shares at any time, nor can you switch between different types of ISAs i.e. Maxi or Mini in the tax year that you make the subscription.

A Mini-ISA

This element comprises only one component: either cash or stocks and shares. If you subscribe to a Mini-ISA, that is the only ISA to which you can subscribe in the same tax-year, other than to another Mini-ISA consisting of a different component. For example, if you subscribe to a Cash Mini-ISA, you can still subscribe to a Stocks and Shares Mini-ISA but not another Cash Mini-ISA or Maxi-ISA in the same tax-year.

A Maxi-ISA

This element comprises at least the stocks and shares

component, and may also include a cash component. If you subscribe to a Maxi-ISA you cannot subscribe to another ISA, whether it be a Maxi-ISA or Mini-ISA in the same tax-year.

How to invest

Investing in the European Stockmarket Maximiser II is simple: all investors should read the Key Features and the Terms and Conditions.

There are 3 application forms in this brochure:

- Maxi-ISA and Direct Investments from Individual Investors,
- Corporate, Trustee, SIPP/SSAS Investors,
- Maxi-ISA/PEP Transfer Form.

You should complete the Application form relevant to you. Cheques should be made payable to 'Keydata Investment Services Ltd. DDQ PEGS Client a/c' or for building society cheques 'Keydata Investment Services Ltd. DDQ PEGS Client Account Reference YOUR NAME' etc.

Individual investors making Direct or Maxi-ISA Investments must complete Sections 1 and 2. This provides us with a few specific details about you.

Enter the amount(s) you wish to invest in Section 3 and/or Section 4. Please ensure that you tick the relevant box to indicate if you wish to open an ISA, and complete the Total Subscription Box.

Read and sign Section 5 of the application form. You may photocopy the application form if your partner needs an additional form.

Corporate, Trustee, SIPP, SSAS and other investors should follow the instructions contained on the application form designed for them.

N.B. All applications must be with Keydata, the Plan Manager, by 5pm on the closing dates shown below

Key dates

Offer opens:	23 July 2007
ISA/PEP transfer deadline:	5pm 15 August 2007
Offer period closes:	5pm 31 August 2007
Strike date:	14 September 2007
Maturity date:	16 September 2013
Repayment date:	23 September 2013

Key Features

Your Questions Answered

Will I receive income?

Your Plan is designed to provide growth only; no income will accrue or be paid during the 6-year investment period.

What investment return will I receive after 6 years?

The European Stockmarket Maximiser II offers investors a return equal to 10 times the growth in the EURO STOXX 50 Index, up to 60%, plus 1.75 times any growth in the EURO STOXX 50 Index, above 60%, at the end of the 6-year period ending 16 September 2013. You should note that returns from the European Stockmarket Maximiser II are based upon the capital performance of the Index, excluding dividends. The gain in the Index will be measured by dividing the Final Value of the Index by the Opening Value to determine the gain. The Opening Value of the Index will be as at close of trading on 14 September 2007. The Final Value of the Index will be the average of the levels over the last 6 months before maturity, averaged on a monthly basis.

What about my capital repayment?

Your capital will be repaid in full if the investment is held to maturity, unless the EURO STOXX 50 Index falls by more than 50% during the investment term and fails to recover by the maturity date.

If the Index has fallen by more than 50% in value during the investment term, your capital will be reduced by 1% for every 1% fall, from the initial starting level. The maximum possible capital loss is 100%, which would only occur if the value of the EURO STOXX Index had fallen to zero at the maturity date. The return of capital is subject to the MTN issuer's continuing solvency.

Examples of potential returns

The table below shows some specimen returns based on an investment amount of £10,000 invested in the European Stockmarket Maximiser II.

Investment	Index Performance	ESMII Return
£10,000	70%	£17,750
£10,000	60%	£16,000
£10,000	30%	£16,000
£10,000	6%	£16,000
£10,000	5%	£15,000
£10,000	0%	£10,000
£10,000	- 40%	£10,000*
£10,000	- 60%	£4,000

* Assumes 50% barrier not breached

These figures are for illustrative purposes only, and are not guaranteed. The figures do not reflect minimum or maximum amounts. You could get back more or less than this.

Do not forget that inflation will reduce what you could buy in the future with the amounts shown.

Who can invest?

UK investors aged 18 and over can invest via the ISA or the Direct Investment option. Investments can also be made through the Direct Investment option on behalf of a person under the age of 18.

Can I cancel my investment?

A withdrawal notice will be sent to you after we have received your application form. This means you can cancel your instruction at any time during the 14 days after you receive the withdrawal notice. No interest will be paid if you withdraw from the Plan. However, you should note that you cannot reclaim a full refund if the price at which securities were purchased falls before we are able to sell your securities, upon receiving written instruction that you have exercised your right to cancel (this would only occur for notices received by Keydata on or after 14 September 2007, the date on which securities will be purchased).

Can I withdraw before 6 years?

Should you subsequently withdraw at any time during the 6-year investment period, the cash value is not guaranteed and will depend on prevailing market conditions including, but not limited to, interest rates and the levels of the EURO STOXX 50 Index. There is a charge of £150+VAT for administration on any early withdrawals. As all other charges are reflected in the terms offered, the value of your investment is likely to be less than the amount originally invested for a substantial part of the investment period.

How do I sell my investment?

If you decide to sell your investment you should contact Keydata Investment Services Limited to arrange it. Given the nature of the investment, it is possible that you may not get back what you invest if you sell before the end of the investment term.

What happens if I die?

Your investments will be transferred to either your personal representatives, or as directed by them after probate has been granted and proven. The total value of your investments form part of your estate for inheritance tax purposes. ISA and PEP investments automatically lose their tax free status on death of the holder.

What is my tax liability?

If you have invested via the Direct Investment option, investment growth is subject to Capital Gains Tax and the amount of tax you pay will depend on your individual circumstances. Amounts invested after the opening date 23 July 2007 will receive 3% p.a. interest from the date funds are cleared through until 14 September 2007. Interest earned on Direct Investment will be on a gross basis, however, taxpayers have a liability to tax. These statements are based on our understanding of current legislation, regulations and practice, all of which may change and any change may be applied retrospectively. If you require further information or advice regarding your potential tax liability, you should contact your Independent Financial Adviser.

How will charges and expenses affect my investment?

All charges and expenses are calculated before quoting the target returns shown, and are not expected to exceed 9% of the initial sum invested, over the life of the investment.

At end of year	Investment to date	Effect of deductions to date	What you might get back
1	£10,000	£1,056	£10,100
2	£10,000	£1,125	£11,300
3	£10,000	£1,197	£12,500
4	£10,000	£1,273	£13,600
5	£10,000	£1,353	£14,800
6	£10,000	£1,437	£16,000

The effect of charges and expenses on an investment of £10,000 assuming a growth rate of 6% a year is set out above. NB: pricing parameters (e.g. interest rates and volatilities) are assumed to stay at current levels.

- The last line of the table shows that over the investment term the effect of total charges and expenses could amount to £1437
- Putting it another way if the Index grows at 6% per annum this investment will give an investor return of 8.5% per annum.

These figures are for illustration purposes only and are not guaranteed and serve only to demonstrate the effect of charges and expenses on an investment. They are not minimum or maximum amounts. What you will get back depends on how your investment grows and on the tax treatment of the investment. You could get more or less than this. Do not forget that inflation will reduce what you could buy in the future with the amounts shown.

How much will any advice cost?

If you require personal financial advice, you should consult an Independent Financial Adviser. If you receive advice from an Independent Financial Adviser they will give you details about the cost. If you are not taking advice, commission may still be payable to an Independent Financial Adviser. The amount of commission will depend on the amount you invest. The amount will also be included in your welcome letter. Commission is already accounted for in the terms offered and does not affect the return shown.

Key Features continued

Further Information

How can I invest?

If, after reading the Plan documentation you wish to invest, please complete and sign the relevant sections of the Application Forms for the Plan. Send the completed form to your Independent Financial Adviser or to Keydata Investment Services Limited at Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF, along with your cheque. If you are unsure whether this contract is suitable for your financial planning needs, you should seek advice from an Independent Financial Adviser, who may charge a fee for any advice given.

The subscriptions will be invested in the Plan(s) after receipt of an acceptable application.

What documentation will I receive?

Within 5 working days of receipt of your application we will send you an acknowledgement. We will also, if applicable, send a notice of your right to cancel (as described previously). Within 25 business days, following investment into the securities, which provide the Plan returns, a statement showing your investment within your Plan will be sent to you.

Every year thereafter, you will receive a statement and valuation of your investment. This will be issued within 25 business days of the Plan's investment anniversary.

All investments will be registered in the name of the nominee company 'Keydata Investment Product Nominees Limited' or other such nominee approved by the Account Manager, although your holding is recorded and separately identified by us. No certificates will be issued.

Complaints

If you have any complaints about Dawnay Day Quantum Limited, you should write to the "Group Compliance Officer" of Dawnay Day Quantum Limited at 15 –17 Grosvenor Gardens, London SW1W 0BD. The Group Compliance Officer is responsible for investigating and resolving any complaints from Customers. We will provide you with details of our internal Complaints Procedure upon request, or automatically in the event that you make a complaint that is not satisfactorily resolved within one business day after receipt of your complaint.

The Compliance Department of the Account Manager has procedures in place, in accordance with the regulations, for the effective consideration of complaints. All formal complaints should, in the first instance, be made in writing to the Compliance Officer at Keydata Investment Services Ltd, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF. In addition, and if you are not happy with the response, you have the right to complain directly to the Financial Ombudsman Service at the following address: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800. Please note that making a complaint will not prejudice your right to take legal proceedings. A statement describing our complaints handling procedure is available on request.

Are there any compensation scheme arrangements?

Should Keydata Investment Services Limited become insolvent, compensation may be available from the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN. Telephone: 0207 8927300. A statement describing your rights to compensation is available on request.

Money Laundering

All transactions relating to products provided by Keydata Investment Services Limited are covered by the Money Laundering Requirements (Criminal Justice Act 1993, the Money Laundering Regulations 2003, FSA Rules and any relevant guidance notes). This means that we are responsible for compliance with these Regulations. As a consequence, you may be required to provide proof of identity when buying or selling your investment.

Law

The Law governing the contract is English Law.

Issue Number:		Mkt Code:	
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Dawnay Day Quantum European Stockmarket Maximiser II

When completed, this application form should be returned to your Financial Adviser or to the Administrator: Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF. Telephone: 0118 956 3226 Fax: 0118 956 3250.

NB: All application forms and payment must be with Keydata by 5pm on 31 August 2007. This form may be photocopied if additional applications are required.

Please complete in block capitals

1 Personal Details

Title (Mr/Mrs/Miss/Ms/Other)		E-mail Address	
Surname	It is possible to have a joint holder for Direct Investments. If you wish to use this facility, please complete the details of the joint holder here:		
First name(s) in full			
Date of Birth	<input type="text"/>	Title (Mr/Mrs/Miss/Ms/Other)	<input type="text"/>
Permanent residential address	Surname <input type="text"/>		
Postcode	First name(s) in full <input type="text"/>		
Telephone	For Direct Investments only, should you wish to invest on behalf of a child, please complete the child's name here.		
	<input type="text"/>		

2 Please insert your National Insurance number

(You should be able to find your NI number on a payslip, form P45 or P60, a letter from the HM Revenue & Customs, a letter from the DSS, or pension order book)

Please enter it here:	<input type="text"/>	Joint Holder (if applicable)	<input type="text"/>
If you do not have a National Insurance number, please tick here <input type="checkbox"/>		If you do not have a National Insurance number, please tick here <input type="checkbox"/>	
Please ensure that you sign the legal declaration in Section 4		Please ensure that you sign the legal declaration in Section 4	

3 Direct Investment

I apply to subscribe the following amount to the Dawnay Day Quantum European Stockmarket Maximiser II (minimum investment £15,000)	Amount £ <input type="text"/>
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4 ISA Investment

Maxi-ISA 2007/8 I apply to subscribe to a Maxi-ISA 2007/8 for the tax year ending 5/4/2008, investing the minimum amount of £7,000, in the Dawnay Day Quantum European Stockmarket Maximiser II	Amount £7,000 <input type="text"/>
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Please make your cheque payable to Keydata Investment Services Ltd DDQ PEGS Client A/C., or for building society cheques 'Keydata Investment Services Ltd. DDQ PEGS Client A/C'. reference [your name].	Total Subscription £ <input type="text"/> .00
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5 Data Protection

I/we declare I am/we are 18 years of age or over and that I am/we are not, and am not acting on behalf of, a resident of the United States; and that I/we will not assist any person who is so resident to acquire investments in the Dawnay Day Quantum European Stockmarket Maximiser II. Further, I/we agree to inform you immediately should I/we become a resident of the United States.

Applicable to all ISA Applicants

I wish to subscribe for a Maxi-ISA the amount detailed in Section 3.

I declare that:

1. All subscriptions made belong to me;
2. I am 18 years of age or over;
3. If I am applying for a Maxi-ISA 2007/2008, I have not subscribed and will not subscribe to another ISA in the same year that I subscribe to this ISA;
4. I am resident and ordinarily resident in the UK for tax purposes, or non-resident but performing duties which by virtue of section 28 of the Income Tax (Earnings and Pensions) Act 2003 (crown employees serving overseas), are treated as being performed in the UK, or I am married to or in a civil partnership with a person who performs such duties and that I will inform Keydata Investment Services Limited if I cease to be so resident and ordinarily resident or to perform such duties, or be married to or in a civil partnership with a person who performs such duties.

For all Applicants

I/we authorise Keydata Investment Services Limited:

1. To hold my/our cash subscription, Direct Investments, ISA investments, interest (as applicable), dividends and other rights or proceeds in respect of those investments and any cash or other proceeds;
2. To make on my/our behalf any claims to relief from tax in respect of ISA investments; and
3. To supply an annual statement.

Early encashment may also lead to some loss of capital. Investors should be aware that the value of units and shares and the income from them can fall as well as rise and that past performance is not an indication of future performance.

The Account Manager may, at their discretion, extend the investment closing dates period beyond that advertised as pertaining to this offer. In the event of this occurring, revised dates will be advertised on our website or alternatively you may call 0118 956 3226 for information.

When completed this application form should be returned to your Financial Adviser or to Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF. Telephone: 0118 956 3226 Fax: 0118 956 3250.

I have read and understood the Dawnay Day Quantum European Stockmarket Maximiser II Brochure/Key Features/Terms & Conditions and accept the terms under which my investments will be managed. I declare that this application form has been completed accurately to the best of my knowledge and belief.

Signature	X
Date	X

Joint Holder if applicable (Direct Investment only):

Signature	X
Date	X

The interim value of the underlying assets of the Plan do not directly impact the benefits generated. Hence, the periodic statement shall be issued on an annual basis and not more frequently

Regulatory Introductory Certificate		For Financial Adviser completion	
Date of commencement of business relationship		□□-□□-□□□□	
I certify that: (please tick as appropriate)			
1. I have verified the identity of the Applicant(s) in accordance with the Money Laundering Regulations 2003 and confirm that documentary evidence has been obtained and identity checks have been undertaken to confirm that the Applicant name and address as shown on the Application(s) Form is correct:		<input type="checkbox"/>	
AND the details of the underlying records of identity are as described below (document name + detail + date, e.g. Driving licence SMITH625082JT4EG, (expiry date) Gas bill 30.04.07 cus ref 12345678) and copies are available for inspection if required:		<input type="checkbox"/>	
Proof(s) of identity:			
Proof(s) of residency:			
Any additional check(s) or relevant customer information:			
OR			
2. I have not verified the identity of the Applicant for the following reason:		<input type="checkbox"/>	
OR			
3. I confirm that the Applicant is applying on his/her own behalf and not as nominee, trustee, or in a fiduciary capacity for any other person.		<input type="checkbox"/>	
Adviser name			
Signature	X	Date	X
Financial Adviser details			

DDQ Reference number (important information)

Adviser Branch Code (if applicable)

Any additional instructions (Please note that sacrifice is not allowable in respect of ISA investments).

Issued by Keydata Investment Services Limited, which is authorised and regulated by the Financial Services Authority.

Please return this completed form together with your cheque to your Independent Financial Adviser, who will then pass them on to Keydata Investment Services Limited, Fountain House, 2 Queens Walk, Reading RG1 7QF. Please note that the allocation rate will be increased in lieu of commission not being taken.

Dawnay Day Quantum European Stockmarket Maximiser II

When completed this application form should be returned to your Financial Adviser or to the Administrator Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF. Telephone: 0118 956 3226 Fax: 0118 956 3250.

NB: All application forms and payment must be with Keydata by 5pm on 31 August 2007. This form may be photocopied if additional applications are required.

Please complete in block capitals	
1 Scheme Name	
	Correspondence Address
If Small Self-Administered Scheme (SSAS), name of the Pensioner Trustee	
	Postcode

2 Investment Amount	
I/we wish to invest in the Dawnay Day Quantum European Stockmarket Maximiser II	£ <input type="text"/> .00
	Please make your cheque payable to 'Keydata Investment Services Ltd DDQ PEGS Client A/C'. Alternatively you can effect an electronic transfer by calling +44 (0) 118 956 3226 for details.

3 Money Laundering Regulations
Money Laundering Regulations 2003: Under the regulations there is a legal requirement to prove the identity of the following; a) the provider of the funds; b) those that have control over the funds; c) any controllers that have the power to remove the Trustees.

Date of commencement of business relationship: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Any additional check(s) or relevant customer information:
I/We certify that: (please tick as appropriate)	
1. I/We have verified the identity of the Underlying Client in accordance with the Money Laundering Regulations 2003 and confirm that documentary evidence has been obtained and identity checks have been undertaken to confirm that the Client's name and address is correct: <input type="checkbox"/>	OR
AND the details of the underlying records of identity are as described below (document name + detail + date, e.g. Driving licence SMITH625082JT4EG (expiry date), Gas bill 30.04.07 cus ref 12345678) and copies are available for inspection if required: <input type="checkbox"/>	2. I/We have not verified the identity of the Underlying Client for the following reason: <input type="checkbox"/>
Proof of identity (Signatory A):	
Name	
Capacity e.g. Trustee	
Proof of identity e.g. Passport Number	
Proof of residency	
Proof of identity (Signatory B):	
Name	
Capacity e.g. Trustee	
Proof of identity e.g. Passport Number	
Proof of residency	
	3. I/We confirm that the Underlying Client is applying on his/her own behalf and not as nominee, Trustee, or in a fiduciary capacity for any other person. <input type="checkbox"/>
	Name: <input type="text"/>
	Signature: <input checked="" type="checkbox"/>
	Name: <input type="text"/>
	Signature: <input checked="" type="checkbox"/>

4 Inland Revenue Reference Number

Is the Scheme an Occupational or a Personal Pension Scheme?

Please tick as appropriate Occupational Pension Scheme

Personal Pension Scheme

Scheme Number

5 Data Protection

We understand that my/our personal details will be passed to or used by Dawnay Day Quantum Limited/Keydata Investment Services Limited for the purposes of administering my/our investments and for fraud prevention, and this could include passing details to agents of Dawnay Day Quantum Limited/Keydata Group and subcontractors in the UK or any other country (even those which have only limited or no applicable Data Protection Laws) provided that Keydata Investment Services Limited remain responsible for making sure the information is held securely.

Dawnay Day Quantum Limited will inform you of rollover options for your investment prior to or following its maturity. If you prefer not to receive any information please tick the box to the right or write to us at; Keydata Investment Services Limited, Head Office, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF. Please note that it may take a short time for this to show on our records. You have the right of access to information we hold about you on our records (we reserve the right to charge an administration fee). If any information is incorrect or inaccurate you may have it amended. Please tick box if applicable

6 Introducing Financial Adviser

Name	<input type="text"/>	Address	<input type="text"/>
Company Name	<input type="text"/>		
		Postcode	<input type="text"/>
Additional Instructions	<input type="text"/>	FSA Number	<input type="text"/>
		DDQ Reference Number	<input type="text"/>

7 Declaration

I/We wish to apply for the Dawnay Day Quantum European Stockmarket Maximiser II and agree to be bound by the Terms & Conditions of the investment. I/We have read and understood the key features and product Terms & Conditions. I/We understand that applications are considered on a first-come first-served basis (although Dawnay Day Quantum Limited/Keydata Investment Services Limited reserves the right not to accept an application) and that for any applications not accepted, the investment will be returned to me/us without interest. I/We accept that the banking of a cheque does not constitute acceptance of an application and that I/We will be notified if my/our application is accepted. I/We declare that the information given is true and complete to the best of my/our knowledge.

We declare that:

- a) If the Scheme is an occupational scheme, it is approved, or is seeking approval, as an exempt approved scheme by HM Revenue & Customs under Chapter I of Part XIV of the Income & Corporation Taxes Act 1988. We agree to notify Keydata Investment Services Limited if approval is withdrawn or not granted.
- b) If the Scheme is a personal pension scheme, it is approved by the Board of HM Revenue and Customs under Chapter IV of Part XIV of the Income & Corporation Taxes Act 1988. We agree to notify Keydata Investment Services Limited if approval is withdrawn or not granted.
- c) We are applying for the Dawnay Day Quantum European Stockmarket Maximiser II on behalf of a Pension Scheme or Trustees and that the Scheme is not resident the United States. We will inform you, in writing, should the Scheme become resident in the United States.

We authorise Keydata Investment Services Limited as Account Manager:

- 1) To hold cash subscriptions, Plan investments, interest, dividends, shares and any other rights or proceeds in respect of those investments and any cash or other proceeds;
- 2) On request, to pay to the Trustees of the Scheme, the cash proceeds of the Plan investments. If the Scheme is an SSAS, the Pensioner Trustee must agree in writing to this request.

Signature of person authorised to sign on behalf of the Trustees	Signature of person authorised to sign on behalf of the Trustees
X	X
Date <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Date <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Please return this completed form together with your cheque to your Independent Financial Adviser, who will then pass them on to Keydata Investment Services Limited, Fountain House, 2 Queens Walk, Reading RG1 7QF. Please note that the allocation rate will be increased in lieu of commission not being taken.

Issue Number:		Mkt Code:	
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Dawnay Day Quantum European Stockmarket Maximiser II

When completed, this application form should be returned to your Financial Adviser or to the Administrator: Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF. Telephone: 0118 956 3226 Fax: 0118 956 3250.

This form allows you to make up to two transfers. This form may be photocopied if additional applications are required.

NB: Transfer application forms must be with Keydata by 15 August 2007

Please complete in block capitals			
1 Personal Details			
Title (Mr/Mrs/Miss/Ms/Other)		Permanent residential address	
Surname			
First name(s) in full			
		Postcode:	
Date of Birth	□□-□□-□□□□	Telephone	
Do you know your National Insurance number?		Email address	
If 'Yes' you must enter it here □□-□□-□□□□-□□		(You should be able to find your NI number on a pay slip, form P45 or P60, a letter from HM Revenue & Customs, a letter from the DSS, or pension order book)	
		If you have never been issued with a National Insurance number, please tick here <input type="checkbox"/>	

2 Investment Amount	
I apply to transfer the following Stocks & Shares ISA/PEP to the Dawnay Day Quantum European Stockmarket Maximiser II	Please tick <input type="checkbox"/>

PLEASE ENSURE THAT YOU SIGN THE LEGAL DECLARATION IN – SECTION 3

Please do not detach

3 Existing ISA/PEP transfer request mandates			
First Mandate – Instruction to the Plan Manager from whom you are transferring your PEP/ISA (delete as appropriate)		Second Mandate – Instruction to the Plan Manager from whom you are transferring your PEP/ISA (delete as appropriate)	
I hereby instruct you to sell investments within my Plan immediately and transfer the cash proceeds, together with any interest, dividends, rights and any other cash within my Plan (less any amount you are entitled to keep under the terms of the Plan), to Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF . Please transfer my Plan once instructions have been received from Keydata to do so. After transfer, all dividends and tax credits due should be made payable directly to me. If you are not in a position to transfer my cash proceeds by 7 September 2007 at the latest, please cancel my request to transfer and reinstate my PEP/ISA.		I hereby instruct you to sell investments within my Plan immediately and transfer the cash proceeds, together with any interest, dividends, rights and any other cash within my Plan (less any amount you are entitled to keep under the terms of the Plan), to Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF . Please transfer my Plan once instructions have been received from Keydata to do so. After transfer, all dividends and tax credits due should be made payable directly to me. If you are not in a position to transfer my cash proceeds by 7 September 2007 at the latest, please cancel my request to transfer and reinstate my PEP/ISA.	
Title (Mr/Mrs/Miss/Ms/Other)	Initial	Title (Mr/Mrs/Miss/Ms/Other)	Initial
Surname		Surname	
Address		Address	
	Postcode		Postcode
Telephone		Telephone	
Signature	X	Signature	X
Date	X	Date	X

PLEASE COMPLETE THE DETAILS OF THE PLAN AND ACCOUNT NUMBER ON THE REVERSE OF THIS FORM

Terms and Conditions

1 Definitions

In these terms the following words mean:

Account Manager Keydata Investment Services Limited.

FSA the Financial Services Authority is a non-governmental body given statutory powers by the Financial Services and Markets Act 2000.

Effective Date 14 September 2007.

Keydata Keydata Investment Services Limited.

Plan ISA, PEP, Direct Investment or Trustee, Corporate, SIPP/SSAS as held under these Terms and Conditions.

Securities Medium Term Notes listed on an approved stock exchange.

We, us & our Keydata Investment Services Limited, which is authorised and regulated by the Financial Services Authority (the FSA).

You and your an investor who applies to open an Investment on these terms and conditions.

2 Your Plan

- i) If applicable you may open more than one Plan.
- ii) The application form you use is part of these Terms and Conditions and, if the terms differ, those contained in our application form will prevail.
- iii) On the receipt of a duly completed application form and subscription(s), the Account Manager may accept your investment subject to these Terms and Conditions. The Account Manager reserves the right to reject an application for any reason.
- iv) You are classified as a Private Customer within the meaning of the FSA Handbook unless we specify otherwise in correspondence with you.
- v) In the case of an ISA Investment, your Plan will be opened upon receipt by us of a duly completed application together with your initial cash subscription. Subject to the Regulations we may open a Plan provisionally where the information which you have supplied is insufficient. In respect of an ISA, where we open a Plan on a provisional basis you must supply the missing information within 30 days, otherwise the plan must be voided in accordance with HM Revenue & Customs requirements.
- vi) In the case of a PEP or ISA transfer, we will manage your plan upon receipt by us of the proceeds of your previous plan from your previous Account Manager.

3 Cancellation Rights

You will have the right to cancel your Plan within 14 days of receiving from us a notice of your right to cancel. You cannot claim full reimbursement if the price at which your Securities were purchased has fallen, when we sell them, following you exercising your right to cancel (this would only occur for returned notices received by Keydata on or after the Effective Date). An amount equivalent to the fall in the price of the Securities will be deducted. If you exercise your right to cancel the purchase of Securities following a PEP or ISA transfer, the proceeds will be paid direct to you and you will irrevocably lose any favourable tax treatment associated with that PEP or ISA holding.

4 Subscriptions

You must subscribe to the Plan with your own cash or by transfer of cash from an existing ISA. Investment into a PEP Plan may only be made by transfer of cash from an existing PEP. Once the PEP or ISA has been transferred, your PEP or ISA Plan will be subject to these Terms and Conditions.

5 Permitted Investments

The Securities available under the Plan are Medium Term Notes denominated in Sterling. The returns on these notes are structured to deliver returns based upon the performance of the indexes as described in the Brochure. Your investment objective is to invest in these Medium Term Notes, which will be at least 'AA' rated and issued to meet the aims of this Plan. The Account Manager will exercise discretion in selecting the appropriate Securities and confirm that they will be acting as your agent in arranging for the purchase of these Securities and accordingly acknowledge and confirm on behalf of any Issuer, its affiliates and directors (together the 'Issuer') that it does not act as agent for the Issuer and that any offer of securities is not authorised by any Issuer and is made without the Issuer's knowledge or prior approval.

6 Cash held within your Plan

Cash will be held in a pooled Keydata Client Account with a bank (which is not an associate of the Account Manager). Interest earned on cash deposits will be credited to your Plan in accordance with client money rules of the FSA. Interest will first be credited immediately prior to investment in the permitted investments and will be rounded down to the nearest whole pound (with transfers interest credited will be such that when added to your investment amount will result in an amount being rounded down to the nearest pound). The Account Manager may benefit from the aggregation of client balances held, but the rate of interest you will earn will not be less than the publicly – offered deposit account with a high street bank selected by the Account Manager. Within an ISA or PEP, cash can only be held pending an investment and if held over a prolonged period there is a risk that the HM Revenue & Customs may void your ISA or PEP.

7 Investment

All cash (and interest earned prior to the effective date) received by us for investment in your Plan will be applied to purchase Securities in permitted investments. Investment will be made on or before the Effective Date. The Account Manager will be responsible for all purchases and sales of investments for your Plan. The Account Manager may aggregate any transaction for an investor with one or more transactions for other investors; even though this may result in a less favourable price than if it had been carried out separately. The Account Manager will take all reasonable steps to ensure that any aggregated transaction is carried out on the best terms generally available in the market at that time for transactions of a similar type and size. You have a right to inspect copies of contract notes, vouchers and entries in the Account Manager's book, or computerised records relating to transactions carried out for your account. These records will be kept for at least 6 years.

8 Securities

By signing the application form, you have chosen to make an investment with the features (including the potential returns and risks) described elsewhere in this document. Your investment will be used to acquire Securities, which are designed to fund the investment returns offered by the Plan. As Securities are held as a Direct Investment Plan, individual plan holders may be subject, dependent on their personal circumstances, to UK tax on any capital gain arising on disposal. These statements are based on current legislation, regulations and practice, all of which may change and any change could be applied retrospectively. The final capital repayment will be credited directly into your Plan on or around 23 September 2013.

Terms and Conditions continued

9 How Investments are Held

All assets within your Plan will be, and must at all times remain, in your beneficial ownership, and must not be used as security for a loan. None of the assets may be lent to or deposited by way of collateral with any third party, nor may you create any charge or security over any assets. We may not lend any of your assets to a third party, nor may we borrow against their security. Securities will be registered in the name of our nominee company, Keydata Investment Product Nominees Ltd, or any such nominee approved by us. We accept full responsibility for any loss that might arise as a result of any default by any nominee company in which name the assets are held.

10 Documents You Receive

We will acknowledge in writing, where applicable, (i) your application to open an ISA; (ii) your request to transfer a PEP or ISA to us or, as the case may be; (iii) your application to open a Direct Investment Plan. You will also receive a yearly statement prepared as at 14 September each year. This will show details of all transactions effected during the previous 12 months and include a valuation of your Plan. The statement will be prepared in accordance with the rules of the FSA and will be issued within 25 business days of the valuation date and will not include any measure of comparative performance. We may produce a consolidated statement covering where applicable (i) all ISAs that are held with us; (ii) an investment statement covering all PEPs held with us; and (iii) an investment statement covering all Direct Investments held with us. On request you will receive any information issued to holders of the Securities in which you invest. On request you will be invited to exercise voting rights in respect of Securities held. If you wish to attend noteholder meetings in person we will seek to arrange this. We reserve the right to make a reasonable charge for providing these additional services. Where a certificate or other document evidencing title to a permitted investment is issued, it will be held by us or as we may direct.

11 Withdrawal

No partial withdrawals are permitted from your Plan.

12 Transfer to Another Manager

Subject to the Regulations, you have the right at any time to transfer your ISA to another ISA Manager, or as the case may be, your PEP to another PEP Manager. To effect a transfer you must submit to us a written instruction and/or a letter of acceptance from your new ISA (or as the case may be PEP) Manager. You may stipulate when you wish to transfer the proceeds of your Plan, but should be aware your Plan's proceeds will be realised in accordance with clause 13. We only effect the transfer in cash following the sale of all securities held by you. In accordance with the Regulations, if you wish to transfer an ISA for the current year, the transfer must be effected in respect of all the subscriptions made that year. In relation to ISAs and PEPs opened in respect of a previous year, the transfer must be effected in respect of all holdings held in that year's Plan. No partial transfers will be allowed.

13 Termination

The Plan may be terminated immediately by the Account Manager on giving written notice. The Account Manager may terminate the Plan on one month's notice if you fail to pay any money due or are in breach of any of these Terms and Conditions. The Account Manager may at any time terminate the Plan by giving you 3 months' notice to that effect. You may terminate the Plan at any time by giving written notice to the Account Manager that you wish to terminate your Plan. Following receipt, the Account Manager will then sell your investments at the next practicable dealing date, normally twice monthly. Keydata must receive written notice of termination no later than 2 business days prior to the dealing date. On termination, the Account Manager will account to you for the proceeds of investments and will be entitled to retain any cash or investments required to settle any transactions already initiated on your behalf and any outstanding fees. You will pay to the Account Manager any fees and transaction charges accrued to the date of termination.

14 Death

Should you die your ISA and/or PEP will cease to be exempt from tax, with investments then being held in a Direct Investment. As a Direct Investment, the Account Manager would then await further instructions from your personal representatives.

15 Charges

All charges and expenses are calculated before quoting the target returns shown, and are not expected to exceed 9% of the initial sum invested, over the life of the investment. Any early surrender or transfer out will incur an administration charge of £150 plus VAT. We reserve the right to introduce administration charges in the future to cover any additional expenses incurred by us as a result of significant regulatory change. In any event no such charge will be introduced without giving you 3 months' written notice.

16 Records of Your Plan

We will (a) maintain all such records relating to your Plan, (b) make such returns to the HM Revenue & Customs for the purposes of taxation, and (c) provide all taxation details to you.

17 Delegation of Functions

We may appoint a third party to act in respect of any function relevant to administration of your Plan, though we must satisfy ourselves that any such third party is competent to carry out those functions or responsibilities. We shall take full responsibility for the actions and omissions of any such third party.

18 Assignment

We may appoint another company to be the Manager of your Plan under these Terms and Conditions on giving you one month's notice. The new Manager must be approved to act as a PEP and/or ISA Manager (as applicable) by the Commissioners of the HM Revenue & Customs.

19 Complaints

Any complaint should be addressed to the Compliance Officer, Keydata Investment Services Limited, Floor 8, Fountain House, 2 Queens Walk, Reading RG1 7QF in the first instance. If you are not satisfied with the manner in which the matter is addressed you can refer complaints relating to the administration of your Plan to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Making a complaint will not prejudice your right to take legal proceedings. A statement describing our complaints handling procedure is available on request. If you have any complaints about Dawney Day Quantum Limited, you should write to the Group Compliance Officer of Dawney Day Quantum Limited at 15-17 Grosvenor Gardens, London SW1W 0BD. The Group Compliance Officer is responsible for investigating and resolving any complaints from Customers. We will provide you with details of our internal Complaints Procedure upon request, or automatically in the event that you make a complaint that is not satisfactorily resolved within one business day after receipt of your complaint. If you are not satisfied with the outcome of the Group Compliance Officer's investigation into your complaint, provided less than 6 months has elapsed from the date of our final response letter, you may ask for the Financial Ombudsman Service to investigate your complaint; you may obtain a copy of the Financial Ombudsman Service explanatory booklet from the Group Compliance Officer or access the Financial Ombudsman Service website on www.financial-ombudsman.org.uk

20 Compensation

If we cannot meet our financial obligations to you, you may be entitled to compensation under the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Details of your rights under this scheme are available from us on request, and further information is available from the FSA and the Financial Services Compensation Scheme. A statement describing your rights to compensation is available on request.

21 Commission

If you subscribe to a Plan through an Independent Financial Adviser we will usually pay commission, which will be detailed in correspondence with you. You should inform us of any change in your Adviser to enable us to keep our records up to date.

22 Data Protection

The information you provide on your application form (or subsequently) will be held and processed by us as data controller for the purposes of the Data Protection Act 1998. We may hold and process information for the administration of the service(s) for which you are currently applying or may apply for in future, for the operation of your investment in shares (including e.g. for registration and distribution purposes). Dawney Day Quantum may contact you prior to or following the maturity of your investment to offer you a rollover option. Where an Independent Financial Adviser acts on your behalf, we will disclose information concerning your investment to that Independent Financial Adviser. Save as noted above, we will not provide to any other third party any information relating to you, unless you have given your written consent or unless we are required to do so by law. You are entitled to request details of information we may hold about you upon payment of a fee and to require us to correct any inaccuracies in your personal data.

23 Money Laundering

All transactions relating to products provided by Keydata Investment Services Limited are covered by The Money Laundering Requirements (Criminal Justice Act 1993, The Money Laundering Regulations 2003, FSA Rules and any relevant guidance notes). This means that we are responsible for compliance with these Regulations. As a consequence, you may be required to provide proof of identity when buying or selling your investment.

24 Telephone Recordings

For your security telephone conversations may be recorded.

25 Telephone and/or Internet Dealing

We reserve the right to introduce a facility for telephone and/or Internet dealing in respect of your Plan. In the event that we introduce these facilities, we will reserve the right not to accept any dealing instruction unless we are satisfied that all information, which we require at the time of dealing, has been accurately provided.

26 Exclusion of Liability

We give no warranty as to the performance or profitability of the Plan. You must be aware that the price of securities can go down as well as up and that there is a degree of risk attached to stockmarket investments. You may not get back the amount invested. You are reminded that past performance is no guarantee of future returns. In the event of any failure, interruption or delay in the performance of its obligations resulting from any event or circumstance not reasonably within its control, the Account Manager shall not be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.

27 Insurance

The Account Manager will maintain insurance cover to indemnify you against, inter alia, misappropriation of funds or securities by any employee of the Account Manager.

28 Amendment

Should there be any change in Government legislation, we reserve the right to amend the Terms and Conditions of the Plan by giving up to 3 months written notice.

29 Governing Law

These terms are governed by English law.

Index Disclaimer

Dow Jones EURO STOXX 50 Index

STOXX and Dow Jones have no relationship to the Issuer, other than the licensing of the DJ EURO STOXX 50 Index and the related trademarks for use in connection with the Notes.

STOXX and Dow Jones do not:

- Sponsor, endorse, sell or promote the Notes.
- Recommend that any person invest in the Notes or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Notes.
- Have any responsibility or liability for the administration, management or marketing of the Notes.
- Consider the needs of the Notes or the owners of the Notes in determining, composing or calculating the DJ EURO STOXX 50 Index or have any obligation to do so.

STOXX and Dow Jones will not have any liability in connection with the Notes.

Specifically, STOXX and Dow Jones do not make any warranty, express or implied and disclaim any and all warranty about:

- the results to be obtained by the Notes, the owner of the Notes or any other person in connection with the use of the DJ EURO STOXX 50 Index and the data included in the DJ EURO STOXX 50 Index;
- the accuracy or completeness of the DJ EURO STOXX 50 Index and its data;
- the merchantability and the fitness for a particular purpose or use of the DJ EURO STOXX 50 Index and its data;
- STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the DJ EURO STOXX 50 Index or its data;
- under no circumstances will STOXX or Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or Dow Jones knows that they might occur.

The licensing agreement between the issuer and STOXX is solely for their benefit and not for the benefit of the owners of the Certificates or any other third parties.

FSA Factsheet

Capital-at-risk products:

Products where you could lose some or all of the money you invest (your capital)

This factsheet is for you if:

- you are thinking of investing in a capital-at-risk product.

It explains:

- the types of products that can put your capital at risk;
- how capital-at-risk products typically work;
- the main risks you would be taking;
- some points to think about before you invest; and
- where to get more help and information.

Many capital-at-risk products offer higher rates of return than savings accounts with banks or building societies. Their attraction is the possibility of higher income or capital growth. But potentially higher returns usually come at a price – you could lose some or all of the money you put in (your capital). This doesn't mean you shouldn't invest some of your money in these products. But you should only do so if you understand and can accept the risks and possible consequences. The risks should be explained to you by the firm selling the product, often in a 'Key Features Document'.

If you don't want to risk your capital, and are prepared to accept that you may get a lower rate of return, you need to look at less risky, capital-secure investments – for example, a savings account with a bank, building society, or National Savings and Investments.

What are capital-at-risk products?

These are usually share-based investments from banking, insurance or investment management firms, and can offer attractive returns. Your investment could do as well as planned, or maybe better. But if it does not, you could lose some or all of the money you put in (your capital). Capital-at-risk products usually invest in a variety of stockmarket investments such as shares or debt securities. Debt securities include corporate bonds which are loans to organisations such as companies or the government.

Products that put your capital at risk include:

- stockmarket-based investments. These include collective investment schemes (such as open-ended investment companies (OEICs) and unit trusts) and investment trusts;
- investment bonds and funds that invest in debt securities, such as corporate bond funds; and
- investments linked to the performance of a stockmarket or some other factor such as a collection of shares. These are usually for a fixed number of years (the 'term') and can be arranged to provide income or growth or a combination of both.

As an alternative, you could invest directly in:

- shares, and so benefit from any dividends paid; or
- debt securities, for which you get fixed or variable interest.

But the value of direct holdings of shares and other securities can change sharply – down as well as up.

Depending on its particular terms and conditions, the value of an investment product linked directly or indirectly to the stockmarket may have lesser, similar or greater risk.

How do different capital-at-risk products usually work?

■ Stockmarket-based investments

A wide range of stockmarket-based investments is available. The performance of the investments depends on the investment strategy adopted and general stockmarket conditions. The value of stockmarket-based investments can alter sharply because they are linked to the performance of the underlying shares or bonds (ie what your money is actually invested in).

■ Investment bonds and funds that invest in debt securities

These vary widely and include distribution bonds, with-profits bonds, unit-linked bonds and corporate bond funds. The money you invest is usually put directly into the stockmarket (in London or overseas) or into fixed or variable interest funds.

■ Investments linked to an index or other factor

With some fixed-term products, repayment of the capital to the investor (in full or in part) is linked by a special pre-set formula to the performance of an index such as the FTSE 100 or maybe a combination of indexes or some other factor – such as the performance of a collection of shares. We call them 'structured capital-at-risk products'. Some offer a specified level of income over a fixed period, while others offer growth that depends on the performance of an index or other factor (see the examples below). These products, and the risks involved, can vary widely. For example, some may involve 'gearing' (the use of borrowing that can increase the amount you get back but will also increase the risks). Others can provide some element of capital protection.

An example of a structured *income* product is one that offers 6% income a year for five years, but also states that if the FTSE 100 index falls at the end of this period, the capital is reduced by 2% for each 1% fall in the index. So if after five years the index fell by 25%, someone who invested £5,000 would still have received 6% income a year over the five years (a total of £1,500) but the capital would have reduced to £2,500. So you would only get £4,000 from your original investment of £5,000.

An example of a structured *growth* product is one that offers 30% growth over five years, but also states that if the FTSE 100 index falls by more than 20% at the end of this period, then your capital is reduced by 1% for each 1% fall in the index. So if after five years the index fell by 50%, someone who invested £5,000 would still receive 30% as *growth* (£1,500) but the capital would have reduced to £2,500. So you would only get £4,000 from your original investment of £5,000.

What are the main risks involved with capital-at-risk products?

- Your capital can fall below the amount you put in. This loss may significantly increase if the product structure involves gearing (see above); so falls in the index to which the investment is linked can result in an even greater reduction in the capital you invested.
- The rate of return advertised might be achieved only after a set period – perhaps five years; you may not know until that date how well your investment has performed.
- The rate of return you get may depend on specific conditions being met. Even professionals may not be able to judge accurately how likely that will be.
- If you take your money out early, you may get less than you put in: for example, there may be a penalty to be paid.

Points to think about before investing

■ What is the difference between a capital-at-risk product and a savings account?

When you put your money in a bank or building society savings account, its original value doesn't change and you also get interest. The return will be comparatively low, which reflects the fact that you haven't risked your capital. With capital-at-risk products you may get higher returns, but you are putting your capital at risk and may end up with less than you put in.

■ How do I know which product to choose?

Consider your financial needs carefully: how much – if anything – can you afford to lose? And for how long can you afford to have your money tied up? Do your homework: shop around. Don't just look at headline information, check the detail. Capital-at-risk products are not right for you if you can't afford to lose money. But if you are willing to take risks to benefit from potentially higher rewards, there are many products to look at.

■ What charges do I have to pay for these products?

The charges vary and there may or may not be any. If there are charges, make sure you understand how they affect the value of your capital and income. Some funds deduct them from your initial investment. They may also take charges yearly, usually as a percentage of the total value of your ongoing investment.

■ How long will my money be tied up?

With most investments you should expect to tie up your money for some time. Some capital-at-risk products offer returns if you leave your capital with them for a fixed number of years. Other investments can continue indefinitely.

■ Can I cash in my investment?

Yes, you can usually cash in. But with some products you have to pay a penalty (known as a redemption penalty) if you cash them in before the maturity date. As a rule, never tie up money you may need in the short or medium term.

■ If the investment period is fixed, what happens at the end of it?

At the end of a fixed period your investment will mature and you should get its maturity value. But the maturity value may be reduced by charges or a final adjustment if, for example, it depends on the value of an index. Depending on the terms and conditions of the product, you could end up losing some or all of your capital. Also, any income or growth you have received may be subject to tax.

■ Will I get the advertised rate of return?

This depends on the terms and conditions under which you have invested. Often the advertised rate merely illustrates what is possible, and is no more certain than that.

Checklist

Decide how important it is to keep your capital intact.

Remember that many investments are meant for the long term and are not for savings you may need quickly.

Remember: capital-at-risk products should usually form only part of your total portfolio of savings and investments; and the value of such investments (and the income or growth from them) may fall as well as rise.

Take advice if you are unsure whether or not an investment is right for you.

Remember it's your money, and your decision as to what to do with it.

Don't invest unless you fully understand what you're investing in.

Don't run a risk you can't afford.

Some technical terms explained

Bond A form of debt issued by companies and governments to raise money. It is an agreement under which a sum is repaid to an investor after an agreed period of time.

Capital The money you invest.

Collective investment scheme A way of pooling small contributions from lots of people into a single investment fund.

Corporate bond (also known as fixed interest securities) Issued by companies when they want to borrow money.

Corporate bond funds Funds that invest in a selection of individual company bonds.

Debt securities Another name for a bond (see definition of 'bond').

Distribution bonds A type of investment bond that provides a regular income.

Gearing The use of borrowing potentially to increase the amount you get back, but which will also increase the risk.

Gilts, gilt-edged stock Bonds issued by the government to help fund its spending. Gilts are also known as government bonds.

Complaints

The value of investments can shift unpredictably, and can fall as well as rise. This is not usually a valid reason for complaint. In some cases though, your purchase of a financial product could turn out badly because the firm you dealt with did something wrong. Problems can arise for many different reasons, for example:

- incorrect or misleading information;
- failure to give adequate warnings about the risks of a product;
- failure to draw attention to a particularly strict condition in the contract; or
- unexpected or excessive charges.

If you consider that your investments have not been, or are not being, managed properly, you should first take the matter up with the firm that sold you the product, who may be able to resolve the matter quickly. If, however, you are not able to resolve this with the firm, you can approach the Financial Ombudsman Service (see *Useful contacts*). The **FSA guide to making a complaint** gives many useful tips.

Useful contacts

FSA Consumer Helpline

Website: www.fsa.gov.uk/consumer
Telephone: **0845 606 1234**

Financial Ombudsman Service

Website: www.financial-ombudsman.org.uk
Telephone: **0845 080 1800**

Information on capital-at-risk products and other investments is available from:

Association of Investment Trust Companies (AITC)

Website: www.itsonline.co.uk
Brochureline: 0800 085 8520

Investment Management Association (IMA)

Website: www.investmentuk.org
Information Line: 020 8207 1361

Useful FSA publications:

- FSA guide to financial advice
- It pays to shop around
- With-profits policies
- With-profits bonds
- Challenging unfair contract terms
- FSA guide to making a complaint

All are available from the FSA Consumer Helpline.

Investment bonds Investment bonds are typically lump-sum investments with insurance companies that have a small amount of life assurance.

Investment trust A company quoted on the Stock Exchange, whose sole business is investing in stocks and shares.

Open-ended investment company (OEIC) A type of collective investment scheme structured as a company in which investors can buy and sell shares. The price of the shares is based on the value of the investments the company has invested in.

Rate of return The change in the value of your investment taking into account both income and growth.

Shares (also known as equities) A stake or share in a company.

Unit-linked bond A type of investment bond (see definition of 'investment bond').

Unit trust A type of collective investment scheme set up under trust. Its portfolio of investments is unitheld and investors take a stake in the fund by buying these units. The price of a unit is based on the value of the investments the trust has invested in.

With-profits bond A type of investment bond (see definition of 'investment bond').

The Financial Services Authority (FSA) is the independent watchdog set up by government to regulate financial services and protect your rights.

We produce a range of user-friendly factsheets and booklets which are available from our website and helpline. If after reading this factsheet, you have any general queries, our helpline will try to clarify things for you. We can tell you if a firm or individual is authorised and help you if you have a complaint and don't know who to contact. But as the regulator, we can't recommend firms or advisers, or tell you whether a particular product or investment is right for you.

Our website, www.fsa.gov.uk/consumer, is designed to help you understand financial services and get a fair deal.

Use the site to:

- Shop around with our comparative tables – including mortgages, pensions and ISAs.
- Check whether a particular firm or person is authorised – if you use an authorised firm you have access to complaints procedures and compensation schemes if things go wrong.
- Order any of our wide range of consumer publications.
- Report any misleading financial advertising.
- See explanations of financial products in plain English.
- Read recent alerts that we have issued.

If you have difficulty with this material in its current format or language, please call the Consumer Helpline on **0845 606 1234** (calls charged at local rates).

To help us maintain and improve our service, we may record or monitor calls.

FSA Consumer website: www.fsa.gov.uk/consumer

Dawnay Day Quantum

Protected Equity Growth Series

European Stockmarket Maximiser II



Key dates

Offer opens:		23 July 2007
ISA/PEP transfer deadline:	5pm	15 August 2007
Offer period closes:	5pm	31 August 2007
Strike date:		14 September 2007
Maturity date:		16 September 2013
Repayment date:		23 September 2013



Dawnay Day Quantum

STRUCTURED INVESTMENTS – DEFINED RETURNS

Account Manager Keydata Investment Services Limited Dawnay Day Quantum is authorised and regulated by the Financial Services Authority
www.dawnaydayquantum.com

